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U.S. BANKRUPTCY
COURT - WDPA

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE:

FAYE L. IREY,

Debtor.

Case No. 23-22230-GLT
Chapter 13
Related to Document No. 80

**ORDER APPROVING STIPULATION BY AND AMONG THE DEBTOR
AND EQT CORPORATION REGARDING MORTGAGE PAYOFF**

Upon consideration of the *Stipulation By and Among the Debtor and EQT Corporation Regarding Mortgage Payoff*, as agreed to by the Debtor and EQT Corporation, a copy of which is attached as Exhibit 1 (the “Stipulation”), and the Court having reviewed the Stipulation and determined that the Stipulation is in the best interests of the Debtor, her estate, her creditors, and all parties in interest; and after due deliberation, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Stipulation, attached hereto as Exhibit 1, is hereby APPROVED in its entirety, as if set forth fully in this Order.
2. This Order is effective immediately upon approval by the Court.
3. This Court shall retain jurisdiction with regard to all matters arising from or related to the Stipulation or the implementation or interpretation of this Order.

Dated: September 3, 2024



GREGORY J. TADDONI drb
CHIEF UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Stipulation

(Attached)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE:	Case No. 23-22230-GLT
FAYE L. IREY,	Chapter 13
Debtor.	

**STIPULATION BY AND AMONG THE DEBTOR AND
EQT CORPORATION REGARDING MORTGAGE PAYOFF**

This stipulation (the “Stipulation”) is entered into as of the 30th day of August 2024, by and between Faye L. Irey (the “Debtor”), the debtor in the above-captioned case, and EQT Corporation (“EQT” and, together with the Debtor, the “Parties”), through their undersigned counsel, pursuant to the *Order of Court* dated August 19, 2024 [Doc. No. 73], on the terms and conditions set forth below.

WHEREAS, on October 20, 2023 (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 13 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.*, in the United States Bankruptcy Court for the Western District of Pennsylvania (the “Court”);

WHEREAS, as security for Loan No. 7500026066 (the “Loan”), the Debtor’s real property with an address of 129 Rosewood Drive, Monongahela, PA 15063 (the “Property”) is encumbered with a mortgage in favor of PNC Mortgage, a division of PNC Bank, National Association;

WHEREAS, EQT owns the oil and gas rights associated with the Property;

WHEREAS, EQT desires to have the option to voluntarily satisfy the outstanding Loan balance; and

WHEREAS, the Parties understand, based upon a letter from counsel to PNC Mortgage dated August 26, 2024, the amount required to pay off the outstanding Loan balance, including

foreclosure costs and counsel fees, is \$85,593.90 (the “Payoff Amount”), effective through September 20, 2024.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the Debtor and EQT, by their respective undersigned counsel, as follows:

1. EQT may, in its sole and absolute discretion, pay the Payoff Amount to PNC Mortgage (or its counsel) for and on behalf of the Debtor on or before September 20, 2024. For the avoidance of doubt, EQT is not obligated or required to make any payment to PNC Mortgage (or its counsel) for and on behalf of the Debtor and is not assuming, by this Stipulation or otherwise, any such obligation.

2. In the event that EQT pays the Payoff Amount, such payment will be made voluntarily and without any consideration from the Debtor. Other than the terms and conditions of this Stipulation, the Debtor makes no commitments, promises, covenants, or agreements, and there are no contingencies, associated with EQT’s payment of the Payoff Amount. EQT hereby waives any claims against the Debtor that arise out of, relate to, or are based upon payment of the Payoff Amount.

3. This Stipulation constitutes the entire agreement among the Parties and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof and, except as otherwise expressly provided herein, is not intended to confer upon any other person any rights or remedies hereunder.

4. The undersigned persons have full authority to execute this Stipulation on behalf of the respective Parties, and the respective Parties hereto have full knowledge of and have consented to this Stipulation.

5. This Stipulation is without prejudice to the rights of (a) EQT to assert any claim against the Debtor and her estate (other than a claim arising out of or related to or based upon the Payoff Amount), and (b) the Debtor to object, on any basis, to any claim now or hereafter held by or for EQT or its successors and assigns.

6. Neither this Stipulation, nor any terms contained herein shall be offered or received in evidence or in any way referred to in any legal action or administrative proceeding among or between the Parties hereto, other than as may be necessary: (a) to enforce this Stipulation; or (b) to seek damages or injunctive relief in connection therewith.

7. Each of the Parties shall bear its own attorneys' fees and costs with respect to the execution and delivery of this Stipulation and the matters addressed herein.

8. This Stipulation shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of conflict of laws.

9. This Stipulation may not be amended without the express written consent of all Parties to this Stipulation.

10. This Stipulation shall be binding upon the Parties hereto and upon all of their respective affiliates, assigns, and successors.

11. It is acknowledged that each Party has participated in and jointly consented to the drafting of this Stipulation and that any claimed ambiguity shall not be construed for or against either Party on account of such drafting.

12. The Court shall retain jurisdiction over any and all disputes or other matters arising under or otherwise relating to this Stipulation.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned counsel to the Parties, on their behalf, have
duly executed this Stipulation as of the date first set forth above.

REED SMITH LLP

By: /s/ Luke A. Sizemore
Luke A. Sizemore (PA ID No. 306443)
Reed Smith Centre
225 Fifth Avenue, Suite 1200
Pittsburgh, PA 15222
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Counsel for EQT Corporation

STEIDL & STEINBERG, P.C.

By: /s/Christopher M. Frye
Christopher M. Frye, Esquire
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707 Grant Street
Pittsburgh, PA 15219
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PA I. D. No. 208402
chris.frye@steidl-steinberg.com

Counsel for the Debtor

In re:
Faye L. Irey
Debtor

Case No. 23-22230-GLT
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0315-2

User: auto

Page 1 of 2

Date Rcvd: Sep 03, 2024

Form ID: pdf900

Total Noticed: 2

The following symbols are used throughout this certificate:

Symbol **Definition**

- + Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Sep 05, 2024:

Recip ID	Recipient Name and Address
db	+ Faye L. Irey, C/o Melanie Sandrock, POA, 1637 Princess Lane, Pittsburgh, PA 15236-3637
	+ Luke Sizemore, Reed Smith Centre, 225 Fifth Avenue, Suite 1200, Pittsburgh, PA 15222-2716

TOTAL: 2

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Sep 05, 2024

Signature: _____

/s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on September 3, 2024 at the address(es) listed below:

Name	Email Address
Allison L. Carr	on behalf of Creditor Commonwealth of Pennsylvania Department of Revenue Bureau of Compliance acarr@attorneygeneral.gov
Christopher M. Frye	on behalf of Plaintiff Faye L. Irey chris.frye@steidl-steinberg.com julie.steidl@steidl-steinberg.com;todd@steidl-steinberg.com;r53037@notify.bestcase.com;rlager@steidl-steinberg.com;awerkmeister@steidl-steinberg.com;amattish@steidl-steinberg.com
Christopher M. Frye	on behalf of Debtor Faye L. Irey chris.frye@steidl-steinberg.com julie.steidl@steidl-steinberg.com;todd@steidl-steinberg.com;r53037@notify.bestcase.com;rlager@steidl-steinberg.com;awerkmeister@steidl-steinberg.com;amattish@steidl-steinberg.com
Denise Carlon	on behalf of Creditor PNC BANK NATIONAL ASSOCIATION dcarlon@kmllawgroup.com

District/off: 0315-2

User: auto

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Date Recd: Sep 03, 2024

Form ID: pdf900

Total Noticed: 2

James R. Wood

on behalf of Creditor Ringgold School District jwood@portnoffonline.com jwood@ecf.inforuptcy.com

Kenneth Steidl

on behalf of Debtor Faye L. Irey julie.steidl@steidl-steinberg.com
ken.steidl@steidl-steinberg.com;ifriend@steidl-steinberg.com;asteidl@steidl-steinberg.com;todd@steidl-steinberg.com;rlager@st
eidl-steinberg.com;awerkmeister@steidl-steinberg.com;amattish@steidl-steinberg.com

Keri P. Ebeck

on behalf of Creditor Hidden Valley Foundation Inc. kebeck@bernssteinlaw.com,
btemple@bernssteinlaw.com;aepiscopo@bernssteinlaw.com;kebeck@ecf.courtdrive.com;agilbert@bernssteinlaw.com

Office of the United States Trustee

ustpregion03.pi.ecf@usdoj.gov

Ronda J. Winnecour

cmeclf@chapter13trusteewdpa.com

TOTAL: 9